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subsec. 3, providing that words purporting to give authority to three or more public officers or other persons shall be construed as giving such authority to a majority of such officers or persons, unless otherwise expressly declared, refers only to the construction of statutes, and to public officers or other persons deriving their authority from a statutory source.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 694.]

5. Evidence (§ 318 (7)*)—Hearsay—Certificates.—Where, under a submission to arbitration naming two arbitrators and requiring them to appoint a third arbitrator, an award was filed, which was signed by one of the arbitrators named in the submission and a third person, with nothing in the award to show that such third person was selected as the third arbitrator, a writing, purporting to be signed by arbitrators named in the submission, and certifying that they had chosen such third person as the third arbitrator, was hearsay, and not admissible on a motion to confirm the award.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 709; 7 Va.-W. Va. Enc. Dig. 51.]

Error to Circuit Court, Scott County.

Proceeding by W. H. Nickels against Ephraim Fraley for confirmation of an award of arbitrators in determination of a disputed boundary. From an order confirming the award, Fraley brings error. Reversed, and judgment entered, dismissing the rule.

S. H. Bond and *W. S. Cox*, both of Gate City, and *J. D. Carter*, of Duffield, for plaintiff in error.

Will H. Nickels, of Gate City, for defendant in error.

ASBERRY et al. v. MITCHELL.

Sept. 20, 1917.

[93 S. E. 638.]

1. Vendor and Purchaser (§ 22*)—Contracts—Sufficiency of Description of Property.—A description of land in a contract to convey land as 100 acres off the west end of the vendor's farm, and bounded on the north and south by the lands of R. and M., was sufficient, where the location of the lands of R. and M. and of the western boundary of the vendor's land was well known, as the east line should be run due north and south from the land of R. to that on M., so as to include 100 acres.

[Ed. Note.—For other cases, see 16 Va.-W. Va. Enc. Dig. 1239.]

2. Evidence (§ 460 (4)*)—Parol Evidence—Application of Description to Subject-Matter.—Evidence aliunde is admissible, where there

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

is a doubt as to the true location of a survey, or a question as to the application of a grant to its proper subject-matter.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 723.]

3. Deeds (§ 119*)—Location of Land—Questions for Jury.—Where there is a question as to the true location of a survey, or the application of a grant to its proper subject-matter, this is not a question of construction, but one of fact, to be determined by the jury or the court by the aid of extrinsic evidence.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 428.]

4. Specific Performance (§§ 6, 32 (2)*)—Mutuality of Obligation and Remedy—Contracts of Infants.—An infant may compel specific performance of a contract by an adult to convey land to him, in consideration that the infant shall pay the adult's expenses at a hospital and maintain him during his natural life, where the infant has performed such covenants, as the contract is beneficial to the infant, and, having been fully performed by him, there is no want of mutuality of obligation and remedy.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 499.]

5. Infants (§ 112*)—Decrees—Impeachment.—As a general rule, infants are as much bound by decrees as adults, and can impeach them only for causes for which an adult could impeach them, especially where the decree is in favor of the infant, and in a suit in which he is plaintiff.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 496.]

Appeal from Circuit Court, Tazewell County.

Suit by E. R. Mitchell, by his next friend, against C. W. Asberry and others. From a decree for complainant, defendants appeal. Affirmed.

J. Powell Royall, of Tazewell, and *Jackson & Henson*, of Roanoke, for appellants.

Greever, Gillespie & Divine and *C. R. Brown, Jr.*, all of Tazewell, for appellee.

JOHNSTON v. PEARSON.

Sept. 20, 1917.

[93 S. E. 640.]

1. Executors and Administrators (§ 438 (9)*)—Suit to Enforce Judgment Lien—Necessary and Proper Parties.—The administrator is a proper, though not a necessary, party to a suit to subject deceased's lands to lien of a judgment, the pleadings admitting the

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